

CITY OF CLAIRTON

2021 - POOL RENTAL AGREEMENT

By and Between the CITY OF CLAIRTON, 551 Ravensburg Blvd., Clairton, Pennsylvania 15025-1297 (hereinafter referred to as City)

AND

(Name of Individual Lessee and/or Organization, hereinafter referred to as the Lessee)

Address: _____

Contact Person: _____

Phone Number: _____

DATE OF FUNCTION: _____
Month Day

1. The City hereby grants permission to the Lessee for use of the Clairton Swimming Pool between the hours of 7:30 p.m. to 10:30 p.m., prevailing time. You must be cleaned-up and out of the pool by 10:45 p.m.
2. Lessee agrees to pay the City rental fee of Four Hundred Fifty Dollars and no cents (\$450.00) for the use of the swimming pool. Payment in full due at time of application.
3. The lessee must pay a One Hundred dollar (\$100.00) Refundable Cleaning / Damage deposit which will be returned upon the completion and submission to the City Administrative offices of a Facilities Report by the designated pool personnel indicating that the pool and grounds were clean and in good condition.
4. The Lessee may not have more than three hundred and fifty (300) persons in the swimming pool water at any one time or more than five hundred (500) persons total on site.
5. Lessee acknowledges that the City will provide Lifeguard services and will not provide or be responsible to provide other supervision during the Lessee's use of the swimming pool, and the Lessee agrees to provide all such supervision of those attending or participating in the Lessee's function to ensure compliance with all rules and regulations applicable to the use and operation of the swimming pool, the safety and protection of all persons present at Lessee's function.
6. All those in attendance must enter and leave the pool grounds at the front gate at the end of the period reserved for the Lessee's use of the City swimming pool. The entrance to the Pool will be monitored by the Lessee and not by employees of the City. No person will be admitted except by permission of the Lessee.
7. Amusement activities like moon-walk, climbing walls, bouncing devices, etc. are prohibited.

- 8. Lessee agrees to keep the City facilities in good repair and free of rubbish and debris and to leave the swimming pool and surrounding area in as good condition as when the event started. All bags of rubbish and debris must be placed inside the front gate where people must enter and exit. Lessee is responsible for providing all garbage bags or containers needed to clean-up the area.**
- 9. Lessee shall fully cooperate with all request, instructions and directions of those authorized City officials and swimming pool personnel working at the swimming pool or overseeing the use of the pool during the lessee's function. The City reserves the right to inspect and monitor the Lessee's use of the pool and surrounding areas.**
- 10. Any violation of the provisions of this Agreement and/or the Rules & Regulations of the City of Clairton Swimming Pool may, at the Cities option, result in the ejection of individuals from the swimming pool or the closure of the pool and ejection of all persons attending the Lessee's function, in addition to all other remedies at law or equity available to the City, which remedies shall be cumulative and may be exercised concurrently or separately. In the event of such a closure, the Lessee acknowledges and agrees that no refund of rental fees or the Cleaning Deposit will be granted by the City.**
- 11. The lessee agrees and promises to indemnify, defend and hold harmless the City of Clairton, its agents, servants and employees from any liability whatsoever, including but not limited to personal injury (including death), property damage or other loss resulting from the Lessee's use and rental of the Clairton Swimming Pool and surrounding grounds.**
- 12. If in the opinion of the City alone your event requires the presence of Police Officers, then you agree to pay the prevailing hourly wage rate for the duration of your event. Payment is required to the event. Should you not agree to this provision, the City reserves the right to cancel your event and return only one-half (½) of your payment.**
- 13. The Lessee acknowledges having read this agreement and the Rules & Regulations of the City of Clairton Swimming Pool, Exhibit "A". a copy of which is attached hereto and incorporated by reference herein, and that Lessee understands and will comply with all provisions of this Agreement and of the Rules & Regulations applicable to the usage of the City of Clairton Swimming Pool.**
- 14. CANCELLATION POLICY**

Once the Pool Rental Agreement is signed the function cannot be cancelled and the Lessee receive a refund. The only exception is if on the day of the function the swimming pool would have been closed due to bad weather. If the Lessee decides to cancel the event because of the bad weather, then a refund will be issued. Lessee has the option of having the function even if the pool would have been closed. Once the function has started there is no full or partial refund or credit or rescheduling of the function.

15. Compliance with Chapter 255 (Parks & Recreation) of the Code of the City of Clairton as amended through most recent enactments is made part of this Rental Agreement and agreed to.

16. FOOD AND ALCOHOLIC BEVERAGES

- A. The lessee is permitted to bring food into the pool grounds, however no food or drink of any type is allowed on any concrete area around the actual swimming pool.
- B. If the Lessee intends to cook, heat-up or warm any food on site during the function all cooking apparatus must be behind the fence in the concession stand area.
- C. Glass containers of any type will not be allowed to be brought into the swimming pool area during the Lessee's function. Glass containers are strictly prohibited at the City of Clairton Pool.
- D. Alcoholic beverages are prohibited from being on site or consumed on the swimming pool grounds or the swimming pool parking lot during the Lessee's function.
- E. The City of Clairton reserves the right to inspect any and all packages that are being brought into the swimming pool area.
- F. The Lessee has the option of having the concession stand open during the function. The concession stand is under the control and supervision of the City and any and all proceeds from any concession stand sales are the property of the City.

DO YOU WANT THE CONCESSION STAND OPEN? **YES - NO**
(CIRCLE)

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE RECEIVED, REVIEWED AND UNDERSTAND THE RULES AND REGULATIONS FOR THE RENTAL OF THE CITY OF CLAIRTON SWIMMING POOL AND I / WE AGREE TO ABIDE BY THE RULES & REGULATIONS AND FAILURE TO OBSERVE ANY OF THE RULES AND REGULATIONS WILL RESULT IN THE FORFEITURE OF MY DEPOSIT AND THAT THE CITY HAS THE RIGHT TO TAKE ANY LEGAL ACTION AS MAY BE NECESSARY TO RECOUP ALL COST INCLUDING ADMINISTRATIVE AND LEGAL FEES THAT EXCEED THE CLEANING / DAMAGE DEPOSIT AMOUNT.

LESSEE:

(Signature of Individual Lessee or Individual Representing Organization)

Date

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PAYMENT AMOUNT: \$ _____

RECEIPT NUMBER: _____

PAYMENT TYPE: CASH - CHECK # _____

EXHIBIT "A"

CITY OF CLAIRTON SWIMMING POOL RULES & REGULATIONS

- 1. No running on swimming pool grounds**
- 2. No diving into the water at any time or any place**
- 3. No throwing of any objects on pool grounds or in the water**
- 4. No abusive or vulgar language**
- 5. No excessively loud music**
- 6. No smoking on pool grounds**
- 7. No alcoholic beverages**
- 8. No horse-play or throwing or pushing people into the water and no horse-play in the water.**
- 9. No sitting, standing or jumping off of the lifeguard chairs**
- 10. No talking with lifeguards that are on duty and in their chair or are on duty walking the deck area.**
- 11. Questions should be directed to the Pool Manager or their designee and not lifeguards while the Lifeguard is on duty.**
- 12. The pump house building is off limits except to authorized City of Clairton employees.**
- 13. Throwing of garbage except into designated garbage cans is prohibited.**
- 14. Follow any and all COVID-19 regulations in place from Federal, State, County or City governmental entities, including signing of City of Clairton Covid Waiver.**

SWIMMING POOL RENTAL AGREEMENT
General Liability Waiver Release- The City of Clairton

In consideration of being permitted to use/participate in the City of Clairton’s swimming pool, the swimming pool permit holder, visitor/guest, its personal representative, heirs, assigns, hereby acknowledge, agree, represent, and warrant:

Swimming pool permit holder, visitor/guest will observe all safety, hygiene and sanitation guidelines set forth by federal, state, and local authorities, including, but not limited to, the Centers for Disease Control, the Pennsylvania Health Department, the Allegheny Health Department, the City of Clairton, law enforcement, and other authorities issuing reasonable guidance in the prevention of infectious disease.

Swimming pool permit holder, visitor/guest assumes full responsibility for and risk of bodily injury, illness, death or property damage (whether due to ordinary negligence or otherwise) arising in connection with use/participation in the City’s swimming pool.

Swimming pool permit holder, visitor/guest hereby releases, waives, discharges and covenants not to sue the City of Clairton from, against, or for any and all liability for loss or damage, and any claim or demands on account of personal injury, illness (including, without limitation, viral infection, including COVID-19 or variant), or death, or damage or destruction of property, in each case, regardless of cause, arising in connection with use/participation of the City’s swimming pool.

Swimming pool permit holder, visitor/guest shall be liable and shall indemnify the City of Clairton against any and all injury or loss resulting from visitor’s/guest’s acts.

Swimming pool permit holder, visitor/guest understands that this agreement is intended to be as broad and inclusive as permitted by the laws of the United States of America and the State of Pennsylvania and agrees that if any portion is held invalid, the remainder of the Agreement will continue in full legal force and effect.

Swimming Pool Permit Holder Representative:

(Print Name)

(Signature)